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State of Illinois

Mortgage

FHA Case No. 131:5491928-796

AUGUST , between This Indentage, made this want typne A. KRUTICEK, HUSBAND AND HIFE , Mortgagor, and CENTRUST MORTGAGE CORPORATION **CALIFORNIA** , Mortgagee. a corporation organized and existing under the laws of Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a certain promissory note bearing even

ElGHIY FOUR THOUSAND TIVE HUNDRED FORTY FIVE AND date herewith, in the principal sum of 84.545.00 Dollars (\$ ELEVEN payable with interest of the rate of %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 12TH. AVE., DEERFIELD BEACH, FE 33442 per centum (of many designate in writing, and delivered; the said principal and interest being payable in monthly installments of OCTOBER on the first day of , and a like sum on the first day of each and every month thereafter until the note paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of 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 Wayvant unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of

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P.I.N.: 07-07-203-115

The mortgages shall, with the prior approval of the federal housing combisioner 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 devise, descent or operation of land by the mortgage, pursuant to a contract of sale executed my later than 12 months after the date of execution of this mortgage into later than 12 months after the date of a 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.

2101 KETTERIAG CRIVE HOFT HAN ESTATES, IL. 60195

TRAN 1980 89/01/88 18:15:00 ***-88-89921**& COUNTY REGORDER

8839922



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 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (i)) in accordance with the regulations for those programs.

Previous edition may be used until supplies are exhausted

HUD-92116-M.1 (9-86 Zdition)

| | CENTRUST MORTOAGE CORPORAT 350 S.N. 12TH. AVE. 70. T DEERFIELD BEACH, FL 33442 |
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| the the foregoing instrument, appeared before me this day in and delivered the said instrument as | 1, Catrum A. John Do Hereby Certiff, Mail John G. Krutch. wat |
| r de la composition de la composition La composition de la composition de la La composition de la | |
| PS) | (les2) |
| LANGE A. KRUTZLEK LANGE A. KRUTZLEK | Where the hand and seal of the Mongagon, the day and year first CLIFFORD D. KRUILEK |

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of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisition, to the extent of the full one unt of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgager to the hortgage and shall be paid forthwith to the Mortgage to be applied of it on account of the indebtedness secured hereby, whether due of the

The Mortgagor Further Agrees inar should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act, within from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Dev lopment dated subsequent to the 50 time from the date of this mortgage, declining to insure spin note and this mortgage being deemed conclusive proof of such ineligibili-1y), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable. No withstanding the foregoing, this option may not be exercised by the Mortgagee when the ineligibility for insurance under the National Housing Act is due to the Mortgagee's failure to remit 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 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.

And In The Event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to foreclose this mortgage, and upon the filing of any bill for that purpose, the court in which such bill is filed may at any time thereafter, either before or after sale, and without notice to the said Mortgagor, or any party claiming under said Mortgagor, and without regard to the solvency or insolvency 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 for an order to place Mortgagee in possession of the premises and without regard to the value of said premises or whether the same shall be then occupied by the owner of the equity of redemption, as a homestead, enter an order placing the Mortgagee in possession of the premises, or appoint a receiver for the benefit of the Mortgagee with power to collect the rents, issues, and profits of the said premises during the pendency of such forcelosure suit and, in case of sale and a deficiency, during the full statutory period of redemption, and such rents, issues, and profits when collected may be applied toward the payment of the indebtedness, costs, taxes, insurance, and other items necessary for the protection and preservation of the property. Whenever the said Mortgagee shall be placed in possession of the above described premises under an order of a court in which an action is pending to foreclose this mortgage or a subsequent mortgage, the said 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 hereinabove described; and employ other persons and expend itself such amounts as are reasonably necessary to carry out the provisions of this paragraph.

And in Case of Foreclosure of this mortgage by said Mortgage 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 persuance of any such decree: (1) All the costs of such suit or surs, advertising, sale, and conveyance, including altorneys, solicitors, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the nonews advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set orth in the note secured hereby, from the time such advances are single; (3) all the accrued interest remaining unpaid on the indeb ediess hereby secured; and (4) all the said principal money remaining anpaid. The overplus of the proceeds of the sale, if any, shall the note paid to the Mortgagor.

If the Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide Lv, comply with, and duly perform all the covenants and agreements note in, then this conveyance shall be null and void and Morgagor will, within thirty (30) days after written demand therefor by Morgagor, 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 satisfaction by Mortgagoe.

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

The Covenants Herein 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.

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 Mortagagee in trust to pay said ground rents, premiums, taxes and gagee in trust to pay said ground rents, premiums, taxes and

That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgager will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) A sum equal to the ground rents, if any, next due, plus the

That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole or in part on any installment due date.

And the said Mortgagor further covenants and agrees as follows:

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 Mortgagot 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.

Mortgagot.

It is expressly provided, however (all other provisions of this mortgage to the contrary notwithstanding), that the Mortgage of this 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 or remove any tax, assessment, or tax lien upon or against the premises described herein or any part thereof or the improvement

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

be done, upon said premises, anything that may impair the value intercol, or of the security intended to be effected by virtue of this instrument; not to suffer any lien of mechanics men or material hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax linois, or of the county, town, village, or city in which the said linois, or of the county, town, village, or city in which the said linois, or of the county, town, village, or city in which the said there of; (2) a sum sufficient to keep all buildings that may at any there of; (2) a sum sufficient to keep all buildings that may at any debtedness, insured for the ben'nt of the Mortgages in such forms debtedness, insured for the ben'nt of the Mortgages in such forms of insurance, and in such amounts as may be required by the Mortgages.

And Said Mortgagor covenants and agrees:

To Have and to Hold the above-described premises, with the appurienances 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.

To keep said premises in good repair, and not to do, or permit to

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 periods as may be required by the Mortgagee and will pay promptily, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be eatried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and the mark attached thereto loss payable clauses in favor of and in form have attached thereto loss payable clauses in favor of and in form exceptable to the Mortgagee. In event of loss Mortgager will give immediate notice by mail to the Mortgages, who may make proof

And as Additional Security for the payment of the indebtedness aforesaid the Mortgagor does hereby assign to ine Mortgagee all the rents, issues, and profits now due or which may hereafter become due for the use of the premises hereinabove described.

colon biss amount of principal then remaining amount bisconnessid moter under subsection (a) of the preceding paragraph as a credit against acquired, the balance then remaining in the funds accumulated default, the Mortgagee shall apply, at the time of the commencehereby, or if the Mortgages acquires the property otherwise after of this mortgage resulting in a public sale of the premises covered paragraph. If there shall be a default under any of the provisions cumulated un ler the provisions of subsection (a) of the preceding count of the Micrigagor any balance remaining in the funds acin computing the amount of such indebtedness, credit to the acof the spring indebtedness represented thereby, the Mortgagee shall, dance with the provisions of the note secured hereby, full payment any time the Mortgagor shall tender to the Mortgaggee, in accorrents, taxes, assessments, or insurance premiums shall be due. If at leficiency, on or before the date when payment of such ground spall pay to the Mortgagee any amount necessary to make up the when the same shall become due and payable, then the Mortgagor taxes, and assessments, or insurance premiums, as the case may be, preceding paragraph shall not be sufficient to pay ground rents, payments made by the Mortgagor under subsection (a) of the gagor, or refunded to the Morigagor. If, however, the monthly shall be credited on subsequent payments to be made by the Mortsuch excess, if the loan is current, at the option of the Mortgagor, taxes, and assessments, or insurance premiums, as the case may be, of the payments actually made by the Mortgagee for ground rents, subsection (a) of the preceding paragraph shall exceed the amount It the total of the payments made by the Mortgagor under

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 Mortgage may collect a "late charge" not to exceed four cents (4¢) for each dollar (51) for each payment more than filteen (15) days in arreats, to cover the extra expense involved in handling delinquent payments.

(M) Jaic charges.

ons (iii) amortization of the principal of the said note; and

(ii) interest on the note secured hereby;

hazard insurance premiums;

forth:

(f) ground rents, if any, taxes, special assessments, fire, and other

(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 Mortgagor each month in a single payment to be applied by the Mortgagor each month in a single payment to be paid by the Mortgagor each month in a single payment to be priced by the Mortgagor each month in the order set forth.

special assessments; and

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Droponty. PARCEL 1: UNIT 2 AREA 48, LOT 6, IN BARRINGTON SQUARE UNIT 2, DEING 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 FLAT THEREOF RECORDED NOVEMBER 12, 1970 AS DOCUMENT 21323707, IN COOK COUNTY, ILLINOIS.

EASEMENTS APPURTENANT OD AND FOR THE DENEFTT OF PARCEL 1 PARCEL 2: AS DEFINED AND SET FORTH IN THE DESCARATION RECORDED AS DOCUMENT 21178177 AND IN THE DECLARATION OF INCLUSION RECURDED AS DOCUMENT 21388236, FOR INGRESS AND EGRESS, ALL IN BOOK COUNTY, ILLINOIS. in the state of th

PERMANENT INDEX NO. 07-07-203-115

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THIS PLANNED UNIT DEVELOPMENT RIDER is made this 22ND day of AUGUST . 1988 , 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 CENTRUST MORTGAGE CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

2101 KETTERING DRIVE, HOFFMAN ESTAES, IL 60195

[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

DOCUMENT NUMBER 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 "roperty 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 lagree 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 ray, 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 lazerds Lender requires, including fire and hazards included within the term "extended coverage." then:

(i) Lender waives the provision in Unifor 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 Covenan. 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 provide to Borrower are hereby assigned and shall be paid to 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 Uniforn 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 error and 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 term | ns and provisions contained in this PUD Rider. |
|---|--|
| Clipped A. Kutilek (Son) | Many S. Dutilet (Sea) |
| CLYPTORD D. KRUTILEK -Borrower | LYNNE A. KRUTILEK Borrowe |
| -Borrower | (Scal |

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