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

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FHA CASE # 131-5876860TY. ILLINOIS MORTGAGE

THIS INDENTURE, Made this 10TH day of OCTOBER 1989, between JAVED I. BANGASH AND RIHAT B. BANGASH, HUSBAND AND WIFE

\$17.00

between

MORTGAGOR, AND NORWEST MORTGAGE, INC. a corporation organized and existing under the laws of THE STATE OF MINNESOTA Mortgagee.

XXXXXXXXXX  
XXXXXXXXXX

INITIALS  
JIB  
INITIALS  
RJB

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 TWENTY NINE THOUSAND AND 00/100 Dollars (\$29,000.00)

payable with interest at the rate of TEN AND ONE-HALF per centum (10.500 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of TWO HUNDRED SIXTY FIVE AND 28/100 Dollars (\$265.28)

on the first day of DECEMBER, 1989, and a like 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 NOVEMBER, 2019

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 NO. 8-302 IN HIGHLAND CROSSING CONDOMINIUM AS DELINEATED ON A PLAT OF SURVEY OF A PORTION OF THAT PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH PLAT OF SURVEY IS ATTACHED AS EXHIBIT 'A' TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NO. 25609760 AND AS AMENDED FROM TIME TO TIME, TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 720 HILL DRIVE, UNIT 8-302 HOFFMAN ESTATES, IL 60194

PERMANENT TAX INDEX NUMBER: 07-16-200-056-1051

COOK COUNTY, ILLINOIS

TAX STATEMENTS SHOULD BE SENT TO: NORTWEST MORTGAGE CORPORATION, 1000 N. LAUREL STREET, CHICAGO, ILLINOIS 60610

THIS IS A PURCHASE MONEY SECURITY INSTRUMENT. THE RIDER(S) TO THE SECURITY INSTRUMENT ATTACHED HERETO AND EXECUTED OF EVEN DATE HEREWITH IS INCORPORATED HEREIN AND THE COVENANTS AND AGREEMENTS OF THE RIDER(S) SHALL AMEND AND SUPPLEMENT THE COVENANTS AND AGREEMENTS OF THIS SECURITY INSTRUMENT.

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, gas, power, and all plumbing and other fixtures in, or that may be placed in, any building now or hereafter standing on said land, and also all the estate, right, title, and interest of the said Mortgagor in and to said premises.

TO HAVE AND TO HOLD the above-described premises, with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the said Mortgagor does hereby expressly release and waive.

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

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MULTI-STATE CONDOMINIUM RIDER — Single Family — FMAA/FHLMC Uniform Instrument

Form 3140 12/83

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(over)

Owners Association unacceptably to Lender.  
(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the  
(iii) termination of professional management and assumption of self-management of the Owners Association; or  
Lender;

(iii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of  
condemnation or eminent domain;  
required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by  
(ii) the abandonment or termination of the Condominium Project, except for abandonment or termination  
consent, either partition or subdivision of the Property or consent to:

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written  
Covenant 9.

Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform  
common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.  
in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the  
**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower  
Association maintains a public liability insurance policy acceptable in form, amount and extent of coverage to Lender.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners  
Borrower.  
shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to  
Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and  
in the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the  
Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.  
(ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is  
yearly premium installments for hazard insurance on the Property; and  
(i) Lender waives the provision in Uniform Covenant 2 to the monthly payment to Lender of one-twelfth of the

hazards included within the term "extended coverage," item  
insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and  
"master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides  
**B. Hazard Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a  
shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

creates the Condominium Project; (iii) by-laws; (iv) code of regulations; and (v) other equivalent documents. Borrower  
**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  
Borrower and Lender further cover and agree as follows:

Condominium Covenants, in addition to the covenants and agreements made in the Security Instrument,  
includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.  
(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

(Name of Condominium Project)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project  
known as: ST. AND CROSSING CONDOMINIUM

(Property Address)

720 HILL DRIVE UNIT 6-302 HOFFMAN ESTATES IL 60194

WATERLOO, IOWA 50704-0780

P.O. BOX 780, 3451 HAMMOND AVENUE

NORWEST MORTGAGE, INC.  
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

THIS CONDOMINIUM RIDER is made this 10TH day of OCTOBER, 1989

Condominium  
Rider

NORWEST MORTGAGE



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## Condominium Rider

**F. Remedies.** If Borrower does not pay condominium 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 Condominium Rider.

*Javed I. Bangash by*  
*Waseem I. Bangash, attorney in fact* (Seal)  
JAVED I. BANGASH -Borrower  
*Rifat J. Bangash by*  
*Waseem I. Bangash, attorney in fact* (Seal)  
RIFAT J. BANGASH, HUSBAND AND WIFE -Borrower  
\_\_\_\_\_  
(Seal)  
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Property of Cook County Clerk's Office

Borrower

Borrower

Borrower

Javed I. Bangash, Husband and Wife  
JAVED I. BANGASH, HUSBAND AND WIFE  
Rifat J. Bangash, Attorney in fact

This rider dated this 10TH day of OCTOBER A.D. 1989 amends and supplements the Mortgage/Deed of Trust/Security Deed of an even date herewith, executed by the undersigned, in the following manner:  
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 devise, descent or operation of law) by the mortgagor, pursuant to a contract of sale executed not later than 12 month after the date on which the mortgage is executed, to a purchaser whose credit has not been approved in accordance with the requirements of the Commissioner, (if the property is not the principal or secondary residence of the mortgagor, "24 months" must be substituted for "12 months.")



FHA Assumptive Rider

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1. If this Mortgage and Note be insured under Section 234(c) of the National Housing Act, such Section and Regulations issued thereunder, and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this Mortgage and Note which are inconsistent with said Section of the National Housing Act or Regulations are hereby amended to conform thereto.
2. Failure of the mortgagor to pay the mortgagor's share of the common expenses or assessments and charges imposed by the Association as provided for in the instruments establishing the Association shall constitute a default under the provisions of 234(c) of the Housing Act and result in a lien on the individual unit that will be subordinate to the first mortgage.

R E S O L U T I O N   O F   I N C O N S I S T E N C Y

NORWEST MORTGAGE, INC.

TO

JAVED I. BANGASH AND RIFAAT J. BANGASH, HUSBAND AND WIFE

FROM

RIDER TO MORTGAGE