

# UNOFFICIAL COPY

89155439

Form MP-8  
Revised 11/88

ILLINOIS HOUSING DEVELOPMENT AUTHORITY  
SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II  
1988 SERIES C  
MORTGAGE

095841382  
8900382

This instrument was prepared by:  
ANN MARIE FRIEZE  
(Name)  
OAK BROOK, IL 60522-5348  
(Address)

THIS MORTGAGE is made this 7TH day of APRIL 1989,  
between the Mortgagor LEE J. AMBERG AND RHONDA L. AMBERG, HUSBAND AND WIFE

(herein "Borrower"), and the Mortgagee,

UNITED SAVINGS OF AMERICA an association organized and existing  
under the laws of THE STATE OF ILLINOIS, whose address is 4730 WEST 79TH STREET,  
CHICAGO, ILLINOIS 60652 (herein "Lender").

WHEREAS, Borrower is indebted to Lender in the principal sum of SEVENTY FOUR THOUSAND FIVE HUNDRED  
SEVENTY FIVE AND NO/100 Dollars, which indebtedness is evidenced by Borrower's  
note dated APRIL 7, 1989 (herein "Note"), providing for monthly installments of principal and  
interest, with the balance of the indebtedness, if not sooner paid, due and payable on MAY 1, 2019.

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other  
sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage, and the performance of the  
covenants and agreements of Borrower herein contained, and (b) the repayment of any future advances, with interest thereon, made to  
Borrower by Lender pursuant to paragraph 21 hereof (herein "Future Advances"), Borrower does hereby mortgage, warrant, grant and  
convey to Lender the following described property located in the County of COOK, State of Illinois:

BUILDING 1, UNIT 108A TOGETHER WITH ITS UNDIVIDED PERCENTAGE OF  
INTEREST IN THE COMMON ELEMENTS IN DANA POINT CONDOMINIUM AS  
DELINEATED AND DEFINED IN THE DECLARATION RECORDED AS DOCUMENT  
NUMBER 24618528, IN SECTIONS 10 AND 11, TOWNSHIP 41 NORTH, RANGE 11,  
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

: DEPT 201 RECORDING \$15.25  
: 1405 EAST CENTRAL UNIT 108A 04/10/89 10:44:00  
: 89155439 155439  
: COOK COUNTY RECORDER

89155439

  
MORTGAGOR ALSO HEREBY GRANTS AND ASSIGNS TO LEE J AMBERG AND RHONDA L AMBERG, ITS SUCCESSORS AND ASSIGNS, PARKING SPACE #16-A AS A LIMITED COMMON ELEMENT AS SET FORTH AND PROVIDED IN THE AFOREMENTIONED DECLARATION OF CONDOMINIUM.

08-10-210-024-1008

which has the address of 1405 EAST CENTRAL-UNIT 108A, ARLINGTON HEIGHTS,  
(Street) (City)

ILLINOIS 60005 (herein "Property Address");  
(State and Zip Code)

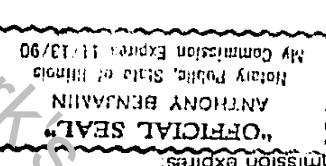
TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents,  
royalties, mineral, oil and gas rights and profits, water, water rights, and winter stock, and all fixtures now or hereafter attached to the  
property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by  
this Mortgage; and all of the foregoing, together with said property (or the household estate if this Mortgage is on a household) are herein  
referred to as the "Property".

1525

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NOTICE TO BORROWER: THE PROVISIONS OF THIS ADDENDUM  
SUBSTANTIALLY MODIFY THE TERMS OF THE LOAN. DO NOT SIGN THIS PROVISION.

The Borrower understands that the agreements and statements of fact contained in the  
Affidavit of buyer are necessary conditions for the granting of the loan.  
Affidavit of (ii) the Lender or the Illinois Housing Development Authority firms as  
correct or the Borrower fails to abide by the agreements contained in the Illinois  
(Illinois Housing Development Authority Note II) if the Borrower sells  
and primary residence; or (ii) the mortgage as his or her permanent  
rents or fails to occupy the property described in the mortgage as his or her permanent  
offer, namely all payments due under the Mortgage and Note II if the Borrower sells,  
notice, accelerates all payments due under the Mortgage and Note II and advises any  
The Borrower agrees that the lender of its assignee may, at any time without prior  
mortgage or the Note, the provisions of this Addendum shall control.  
which is secured by the Mortgagor made pursuant to this Addendum and the provisions of the  
event of any conflict between the provisions of this Addendum and the provisions of the  
ADDENDUM. The rights and obligations of the Mortgage and the Note  
ATTN: ANN MARIE PRIZE



*Anthony Benjamin*

Given under my hand and official seal this 7TH day of APRIL 19 89  
act, for the uses and purposes herein set forth.  
The X \_\_\_\_\_ signed and delivered the said instrument as THEIR free and voluntary  
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that  
I, personally known to me to be the same person(s) whose name(s) ARE  
do hereby certify that JEE J. AMBERG AND RHONDA L. AMBERG, HUSBAND AND WIFE  
IN WITNESS WHEREOF, Borrower has executed this Mortgage.  
RHONDA L. AMBERG/HIS WIFE  
Borrower  
JEE J. AMBERG  
Borrower

63155439

STATE OF ILLINOIS, COOK County ss:  
UNDERSIGNING, A Notary Public in and for said County and state,

RHONDA L. AMBERG/HIS WIFE  
Borrower  
JEE J. AMBERG  
Borrower

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and the interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Mortgage.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account, or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is mailed by Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, then to the principal of the Note, and then to interest and principal on any Future Advances.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any, in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Mortgage, provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by, or defend enforcement of such lien in, legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid in the manner provided under paragraph 2 hereof or, if not paid in such manner, by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage would be impaired thereby, the insurance proceeds shall be applied to the sums secured by this Mortgage, with the excess, if any, paid to the Borrower. If the Property is abandoned by the Borrower, or if Borrower fails to respond to Lender within 30 days from the due date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Mortgage immediately prior to such sale or acquisition.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents. If a condominium or planned unit rider is executed by Borrower and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or defendant, then Lender at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.

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23 Waiver of Homestead. Borrower hereby waives all right to homestead exemption in the Property.

22. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower.

21. Future Advances. At no time shall the principal amount of the indebtedness secured by this Mortgage, not including sums advanced in accordance with this Note, exceed the original amount of the Note.

20 Assignment of Rents; Acceleration of Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the property, which the right to collect and retain such rents as they become due and payable.

19. Borrower's Right to Release. Notwithstanding anything else contained in this Mortgage, Borrower may at any time pay off this Mortgage by paying to Lender the amounts due and payable.

18. Assignment of Covenants. Borrower and Lender further covenant to agree as follows:

NON-UNIFORM COVENANTS. Borrower and Lender further covenant to agree as follows:

17. Transfer of the Property. If all or any part of the Property is sold or transferred by Borrower, Lender shall be entitled to receive a copy of the notice of transfer and to receive a copy of the Note.

16. Borrower's Copy. Borrower shall be furnished a copy of the Note at the time of execution or after recordation hereof.

15. Uniform Mortgage; Governing Law. This form of mortgage combines uniform covenants for national use and non-

uniform covenants with limited variations by state. In this Note, "uniform" means (a) the creation of an interest therein is sold or transferred by Borrower without

any less than 30 days from the date the notice is mailed to Borrower, by whom such note must be cured; and (b) the creation of a purchasehold application (c) a transfer by operation of law upon the death of a joint tenant, Lender may, at Lender's option, declare all sums secured by this Mortgage to be immediately due and payable.

14. Notice. Except for any notice mailing such notice by certified mail addressed to Borrower in another manner, (a) any notice to Borrower under applicable law to be given in another manner, (b) any notice to Lender shall be given by certified mail addressed to Lender or to Lender's address as provided in the Note, and (c) any notice to Lender shall be given by certified mail to the address of the Note holder.

13. Successors and Assigns; Joint and Several Liability; Covenants. The covenants herein contained shall bind, and the rights thereunder shall endure to service this Mortgage, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower, shall be joint and several to service this Mortgage, and headings of the paragraphs of this Mortgage are for convenience only and are not to be construed to define the provisions hereof.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Note.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right of remedy hereunder, or otherwise

afforded by applicable law, shall not be a waiver of other rights or remedies, or a waiver of the exercise of concurrent, independent or other rights or remedies.

10. Borrower Not Released. Extension of the time for making payments referred to in Paragraphs 1 and 2 hereof or otherwise

and Borrower's successors in interest, Lender not being liable to commence proceedings against such successors or to collect any sum due under this Note, shall not be released from liability to Lender for payment of the original principal amount made by the original Lender.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or for removal, or for reorganization, or for condemnation in lieu of condemnation, shall be paid to Lender,

in the event of a total taking of the Property, shall be applied to the sum demanded and unpaid otherwise payable to Lender, and any balance left over will be paid to Lender.

8. Property is abandoned by Lender to Borrower, or if, after notice by Lender to Borrower that the condominium owner to whom it was sold to Lender fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to

settle its claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is mailed, Lender is authorized to

apply to the sums secured by this Mortgage to the fair market value of the Property immediately prior to the date it is applied to the sums secured by this Mortgage to the fair market value of the Property immediately prior to the date it is applied to the date of taking.

7. Remedies Limited to Damages. Lender may apply to the court for a judgment of the amount of damages suffered by Lender, and Lender may sue for damages, either to recover the amount of damages suffered by Lender, or to collect the amount of damages suffered by Lender.

6. Payment of Taxes or Other Expenses. Lender may apply to the court for a judgment of the amount of taxes or other expenses paid by Lender, and Lender may sue for taxes or other expenses paid by Lender.

5. Uniform Mortgagelaw. Any notice provided in this Note shall be given by certified mail addressed to Lender or to Lender's address as provided in the Note, and (b) any notice to Lender shall be given by certified mail to the address of the Note holder.

4. Notice. Except for any notice mailing such notice by certified mail addressed to Borrower in another manner, (a) any notice to Borrower under applicable law to be given in another manner, (b) any notice to Lender shall be given by certified mail to the address of the Note holder.

3. Successors and Assigns; Joint and Several Liability; Covenants. The covenants herein contained shall bind, and the rights thereunder shall endure to service this Mortgage, subject to the provisions of Paragraph 17 hereof. All covenants and agreements of Borrower, shall be joint and several to service this Mortgage, and headings of the paragraphs of this Mortgage are for convenience only and are not to be construed to define the provisions hereof.

2. Remedies Cumulative. All remedies provided in this Note shall be joint and several to service this Mortgage, and headings of the paragraphs of this Note are for convenience only and are not to be construed to define the provisions hereof.

1. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right of remedy hereunder, or otherwise

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## ILLINOIS HOUSING DEVELOPMENT AUTHORITY SINGLE FAMILY MORTGAGE PURCHASE PROGRAM II 1988 SERIES C CONDOMINIUM RIDER

Form MP-9  
Revised 8/87

095841382  
8900382

THIS CONDOMINIUM RIDER is made this 7TH day of APRIL 1989, and is incorporated into and shall be deemed to amend and supplement a mortgage ("Mortgage") dated even date herewith, given by the undersigned ("Borrower") to secure Borrower's Note to UNITED SAVINGS OF AMERICA ("Lender") and covering the Property legally described in the Mortgage. The Property comprises a unit in, together with an undivided interest in the common elements of, a condominium project ("Condominium Project").

In addition to the covenants and agreements made in the Mortgage, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the Condominium Project ("Owners Association") pursuant to the provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project.

B. Hazard Insurance. So long as the Owners Association maintains a "master" or "blanket" policy on the Condominium Project which provides insurance coverage against fire, hazards included within the term "extended coverage," and such other hazards as Lender may require, and in such amounts and for such periods as Lender may require, then:

(i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on property covered by the Owners Association master policy. (This waiver does not apply to hazard insurance covering property which is not subject to coverage under the Owners Association master policy.)

(ii) the provisions in Uniform Covenant 5 regarding application of hazard insurance proceeds shall be superseded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the Condominium Project or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of Uniform Covenant 5. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any such proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Mortgage, with the excess, if any, paid to Borrower.

C. Lender's Prior Consent. Borrower shall not, without prior written notice to Lender and Lender's prior written consent, partition or subdivide the Property or consent to:

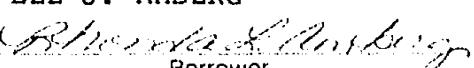
(i) the abandonment or termination of the Condominium Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the Condominium Project including, but not limited to, any amendment which would change the percentage interests of the unit owners in the Condominium Project; or

(iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self-management of the Condominium Project.

D. Remedies. If Borrower breaches any of Borrower's covenants and agreements under the terms of this Condominium Rider, including the covenant to pay when due condominium assessments, then Lender may invoke any remedies provided under the Mortgage, including, but not limited to, those provided under Uniform Covenant 7.

IN WITNESS WHEREOF, Borrower has executed this Condominium Rider.

  
Borrower  
LEE J. AMBERG  
  
Borrower  
RHONDA L. AMBERG/HIS WIFE

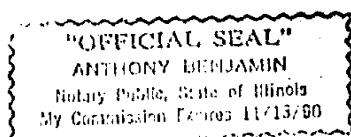
83255439

STATE OF ILLINOIS )  
COOK )  
COUNTY OF COOK )  
SS

I, UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that LEE J. AMBERG AND RHONDA L. AMBERG, personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this 14 day of April 1989.

My commission expires:

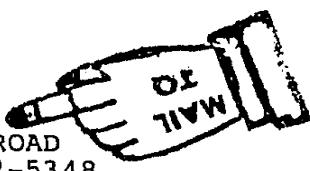


  
Anthony Benjamin  
Notary Public

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RECORD AND RETURN TO:

UNITED SAVINGS OF AMERICA  
P.O. BOX 5348, 2000 YORK ROAD  
OAK BROOK, ILLINOIS 60522-5348



Property of Cook County Clerk's Office