State of Illinois

Mortgage

FHA Gase	Nati		

LOAN#593111

This Indenture, Made this

16TH

MAY

, 19 89 , between

LENNELL GREER AND RAEDELL F. GREER, HIS WIFE

, Mortgagor, and

EMPBANQUE CAPITAL CORP. a corporation organized and existing under the laws of Mortgagee.

THE STATE OF NEW YORK

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagee, as is evidenced by a cortain promissory note bearing even date herewith, in the principal sum of FORTY-SIX THOUSAND THREE HUNDRED DOLLARS AND NO/100THS *********

Dollars (\$ 46,300.00

payable with interest at the inco of

per centum (

office in

11.0

ELEVEN ***********************

per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its

WILLIAMSVILLE, NEW YORK 14221

at such other place as the holder may destinate in writing, and delivered; the said principal and interest being payable in monthly installments of

Dollars (\$ 441.24

, and a like sure on the first day of each and every month thereafter until the note is fully paid, , 19 89 on JULY 1 except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JUNE 20 19

Now, therefore, the said Mortgagor, for the better secur ne of the payment of the said principal sum of money and interest and the performance of the covenants and agreements herein contained, does of 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 3C INEVERGREEN EAST CONDOMINION AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE: LOT 4 IN D. J. KENNEDY'S RESUBDIVISION OF LOTS 2, 4 AND 6 IN FRINK AND COLEMAN'S RESUBDIVISION OF BUSCK 6 IN OGDEN AND JONES' SUB-DIVISION OF THE SOUTH WEST 1/4 OF THE SOUTH EAST 1/4 OF SECTION 7, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, WHICH SURVEY IS ATTACHED AS EXHIBIT A TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 26498313 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

PARCEL 2: THE EXCLUSIVE RIGHT TO THE USE OF PARKING SPACE, A LIMITED COMMON ELEMENT AS DELINEATED ON THE SURVEY ATTACHED TO THE DECLARATION AFCRESALD RECORDED AS DOCUMENT 26498313.

P.I.N.: 16-07-420-018-1010 1

RECURUED AS DUCUMENT 20498373.

P.I.N.: 16-07-420-018-1010 COMMONLY KNOWN AS: 0AK PARK, IL 60302

Tugether with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issue, 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.

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 Homestend 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 contimuunce 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.

REI ATTORNEY SERVICES

FOLECZ68	٨.١.٩.	THIS INSTRUMENT PREPARE DEBBI BITTERMAN BEO E. HIGGINS RD. STE. 128 STE. 128 SCHAUMBURG, IL 60173
	Filed for Record in the Recorder County, Illinois, on the m., and duly recorded in Book	Doe. No.
. P3 ep.a.s. Shows Public	arial Scal this Tigh of homestead. The Least this ways of the Tigh of homestead. The State of Illinois was at the state of Illinoi	HiO " HiO " LAD"
a notary public, in and for the county and State, his wife, personally known to me to be the same tred before me this day in person and acknowledged free and voluntary act for the uses and purposes	CENNELL GREER subscribed to the foregoing instrument, appearing delivered the said frestrument as THEIR	I, THE UNDER aforeshid, Do Hereby Certify Than and REDELL F. GR person whose name S ARE that THEY signed, sealed, a
SEA OI RESORDING SEA 6,00 14,2222 16,400 14,2222 17,222 17		elonilli to state
(SEVI)	(SEVE)	
(TVIS)	(SEAL.)	
F. GREER	SEAL! ASSOCIA	LENNELL GREER
•	Mortgagor, the day and year first written.	out to less bus basis out seaulW

JNOFFICIAL

subsections of this paragraph and all payments to be made under guibecerq own off in benefinent sinemyred lik. (2)

pun (smomssassu jujoads pun saxuj field by Mortgagee in trust to pay said ground rents, premiums, taxes and assessments will become delinquent, such sums to be one month brior to the date when such ground rents, premiums, bujg therefor divided by the number of months to elapse before property (all as estimated by the Mortgagee) less all sums already property, plus taxes and assessments next due on the mortgaged of fire and other bazard insurance covering the mortgaged

the premiums that will next become due and payable on policies (a) V sum equal to the ground rems, if any, next due, plus

delinquencies or propayments;

balance due on the note computed without taking into account (1/12) of one-bulf (1/2) per centum of the average outstanding premium) which shall be in an amount equal to one-twelfth Development, a monthly charge (in lieu of a mortgage insurance instrument are held by the Sceretory of Housing and Urban

the first of long as said note of even date and this (petennder) or

Housing Act, as amended, and applicable Regulations Housing and Urban Development pursuant to the National holder with funds to pay such premium to the Secretary of numual mortgage insurance premium, in order to provide such the hinds of the holder one (1) month prior to its due date the the Mational Housing Act, an amount sufficient to accumulate in he substant are transfer or me reinsured under the provisions of

chil bun sinh neve to ston blaz zu gnot de bnu H (4) by the Secretary of Housing and Urban Development, as follows: charge (in lieu of a mortgage insurance premium) if they are held instrument and the note secured hereby are insured, or a monthly lands to programme most mortgage insurance premium if this

(a) An amount sufficient to provide the holder hereuce, our

the following sums:

on the first day of each month until the said note is fally paid. note secured hereby, the Morigingor will pay to the Moriginger, That, together with, and in addition to, the mouthly pryments of principal and interest payable in let 1 e terms of the

part, on any installment due date,

That privilege is reserved to pay so, dobt in whole, or in

[offows: And the suld Mortgagor mithin covenants and agrees as

the said premises or any pert thereof to satisfy the same. inx, necessition, or then so corrested and the side or forfettine of fulfation, which shall everue to prevent the collection of the appropriate legal proceedings brought in a court of competent good falth, contest the same or the validity thereof by improvements sturved thereon, so long as the Mottgagor shall, in premises described herein or any part thereof or the

or temove any tax, necessinem, or tax tlen upon or ngainer the shall not be required nor shall it have the right to pay, discharge, moriging to the contrary notwithstandingl, that the Moriginger

it is expressly provided, however (all other provisions of this

ciberwise paid by the Mortgagor.

or proceeds of the sale of the mortgaged premises, if not additional indebtedness, secured by this mortgage, to be paid out uny moneys so buld or expended shall become so much a may deem necessary for the proper preservation thereof, and anofi repairs to the property herein mortanged as in its discretion ussessments, and insurance premiums, when due, and may make sold premises in good repair, the Mortgagee may pay such taxes, thun that for taxes or assessments on said premises, or to keep such payments, or to satisfy any prior lien or incumbrance other

in case of the refusal or neglect of the Mortgagor to make

provision for payment of which has not been made hereinbefore. pay promptly, when due, any premiums on such insurance for such periods as may be required by the Mortgagee and will other bazards, easualties and confingencies in such amounts and from time to time by the Mortgagee against loss by fire and erected on the mortgaged property, insured as may be required

That he will keep the improvements now existing or hereafter hereimbove described.

may hereafter become due for the use of the premises Mortgagee all the rents, issues, and profits now due or which indebiedness aforeasid the Mortgagor does hereby assign to the

And as additional security for the payment of the breeeding paragraph. payments which shall have been made under subsection (a) of the remaining unpaid under said note and shall properly adjust any paragraph as a credit against the amount of irincipal then the funds accumulated under subsection (d) of the preceding the property is otherwise acquired, the Labrace then remaining in the time of the commencement of a deprecedings or at the time property otherwise after default, d.e. Nortgagee shall apply, at premises covered hereby, or it the Mortgagee acquires the the provisions of this morringe resulting in a public sale of the the preceding paragraph. I there shall be a default under any of the funds accumulated under the provisions of subsection (b) of Housing and Urb. a revelopment, and any balance remaining in Mortgagee has not become obligated to pay to the Secretary of provisions of subsection (at of the preceding paragraph which the account of the Mortgagor all payments unde under the compatible, the amount of such indebtedness, credit to the indebution ass represented thereby, the Mortgague shall, in of the note seemed hereby, full payment of the entire stall tender to the Mortgagee, in accordance with the provisions n surmee premiums shall be due. If an any time the Mortgagor date when payment of such ground rents, taxes, assessments, or amount necessary to make up the deficiency, on or before the and payable, then the Mortgagor shall pay to the Mortgagee any premiums, as the case may be, when the same shall become due to pay ground rents, taxes, and assessments, or insurance

subsection (b) of the preceding paragraph shall not be sufficient however, the monthly payments made by the Mortgagor under made by the Mortgagor, or refunded to the Mortgagor, If, of the Mortgagor, shall be credited on subsequent payments to be the cuse may be, such excess, if the long is current, in the option ground tents, taxes, and assessments, or insurance premiums, as amount of the payments actually made by the Mortgagee for supreedon (b) of the preceding paragraph shall exceed the

it the total of the pryments made by the Mortgagor under

expense involved in hundling delinquent payments. payment more than lifteen (15) days in arrears, to cover the extra done tot (32) millob done not (49) stude most begen of for under this mortange. The Mortangee may collect a "lace charge" due date of the next such payment, constitute an event of default payment shall, unless made good by the Mortgagor prior to the Any deficiency in the amount of any such aggregate monthly

(V) Inte charges.

bun (510) has add to ludfanist off the sold notaximoun. (71)

(111) interest on the note secured bereby:

and other basard brance premiums;

(II) Reonnel rents, 16 any, taxes, special assessments, fire,

charge (in lieu of mortgage lusurance premium), as the case may the Secretary of Housing and Urban Development, or monthly

(f) premium charges under the contract of insurance with

titud for able order set forth: single payment to be applied by the Morigngee to the following amount thereof shall be paid by the Mortgagor each month in a the note seemed hereby shall be added together and the aggregate

All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss Mortgagor will give immediate notice by mail to the Mortgagee, who may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby 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 puts to the purchaser or grantee.

That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds and the consideration for such acquisition, to the extent of the full amount of indebtedness upon this Mortgage, and the Note second hereby remaining unpaid, are hereby assigned by the Mortgager to the Mortgagee and shall be paid forthwith to the Mortgager to the applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the nate secured hereby not be eligible for insurance under the National Housing act within days from the date hereof (written statement of any officer of the Department o. Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the days' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

In the event of default in making any monthly payment provided for herein and in the note secured hereby for a period of thirty (30) days after the due date thereof, or in case of a breach of any other covenant or agreement herein stipulated, then the whole of said principal sum remaining unpaid together with accrued interest thereon, shall, at the election of the Mortgagee, without notice, become immediately due and payable.

And in the event that the whole of said debt is declared to be due, the Mortgagee shall have the right immediately to forcelose 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 then be 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 foreclosure 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 Mortgagee 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 pursuance of any such decree; (1) All the costs of such suit or suits, havertising, sale, and conveyance, including attorneys', solicitor's, and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the moneys advinced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the core secured hereby, from the time such advances are made; (3) of the accrued interest remaining unpaid on the indebtedness hereby, secured; (4) all the said principal money remaining unpaid. The exemplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note it the time and in the manner aloresaid and shall abide by, couply with, and duly perform all the covenants and agreement: Papin, then this conveyance shall be null and void and Mortgagor will, within thirty (30) days after written demand therefor by Mortgagor, execute a release or satisfaction of this mortgage, and Mortgagor hereby waives the benefits of all statutes or laws which require the earlier execution or delivery of such release or 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 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.

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UNOFFICIAL COPY 4

LOAN//593111

MORTGAGE RIDER

LOAN ASSUMPTIONS EXECUTED LESS THAN 12 MONTHS OF DATE OF MORTGAGE

This Rider is a part of and incorporated into the Mortgage dated the 16th day of MAY
, 19 89 made and entered into by
LENNELL GREER AND RAEDELL F. GREER, HIS WIFE , Morigagor, and
EMPBANQUE CAPITAL CORP. Mortgagee.
The Mertgage is amended to add the following:
The mortgage 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 dryise, descent or operation of law) by the mortgagor, pursuant to a contract of Sale executed not later than 12 months 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.
Borower LENNELL GREER
L'emele Breen
BO TOWER LENNELL GREER
Dorrower RAEDELL F. GREER
State of Illinois
County of Cook
THE UNDERSIGNED , a notary public, it and for the county and State
aforesaid. Do Hereby Certify That LENNELL GREER and RAEDELL F. GREER person whose name S ARE me this day in person and acknowledged that the said instrument as THEIR set forth. GREER , his wife, personally known to me to be the same subscribed to the foregoing instrument, appeared before THEY signed and delivered free and voluntary act for the uses and nurposes therein
Given under my hand and Notarial Seal this "OFFICIAL SEAL" HOTARY PU TE OF ILLINOIS MY COMMISSION LONGES 5/25/92 MY COMMISSION CAPITES 5/25/92 MY COMMISSION CAPITES 5/25/92
Boc. No. , Filed for Record in the Recorder's Office of
County, Illinois, on the day of A.D. 19
at o'clock m., and duly recorded in Book of Page

Property of Cook County Clerk's Office

LOAN//593111 UNG TOTAL MIRISER PSY OF THE

THIS CONDOMINIUM RIDER is made this 16TH day of MAY , 19 89, 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

EMPBANQUE CAPITAL CORP.

(the "Lender")

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

419 S. EAST AVENUE, #3C, OAK PARK, ILLINOIS 60302

[Property Address]

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

EVERGREEN EAST CONDOMINIUM

[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

- A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

 B. Hazard Insurance. 35 16.19 as the Owners Association maintains, with a generally accepted insurance carrier, a
- B. Hazard Insurance. 20 long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insectnce on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required experage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

- C. Public Liability Insurance. Borrower shall take such etions 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 lamages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in 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 Uniform 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 Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender;
 - (iii) termination of professional management and assumption of the Owners Association;
- (iv) any action which would have the effect of rendering the public insurance of verage maintained by the Owners Association unacceptable to Lender.
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lepter 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.

Lewell Been	(Seal)
LENNELL GREER	-Horrower
RAEDELL F. GREER	(Scal)
RAEDELL 1. UNLER	
	(Seal) Borrower
	(Scal)
	-Borrower

(Sign Original Only)

Property of County Clerk's Office