

# UNOFFICIAL COPY 89347594

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State of Illinois  
2582243

## Mortgage

FHA Case No.

1315776289

SI10014315

This Indenture, Made this 24TH day of JULY , 19 89, between  
SEAN F. SMYTH, CARI A. SMYTH, HUSBAND AND WIFE , Mortgagor, and

DMR FINANCIAL SERVICES, INC., P.O. BOX 5004  
a corporation organized and existing under the laws of STATE OF MICHIGAN  
Mortgagee.

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

NINETY EIGHT THOUSAND SEVEN HUNDRED FIFTY AND 00/100 Dollars (\$ 98,750.00 )

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 Mortgagor at its office in 33999 NORTHWESTERN HWY, SUITE 200, BOLTFIELD, MT 48075 , or at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of

NINE HUNDRED THREE AND 31/100

Dollars (\$ )

on SEPTEMBER 1 , 19 89 , and a like sum on the first day of each and every month thereafter until the note & 31 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 AUGUST 20 19 .

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

UNIT NUMBER 26-4 IN TOWN HOMES OF COLLEGE HILL CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE; CERTAIN LOTS IN COLLEGE HILL, A PLANNED UNIT CONDOMINIUM DEVELOPMENT OF PART OF LOTS 12 AND 13 IN BEISLER'S SUBDIVISION IN THE NORTH EAST 1/4 OF SECTION 33 AND THE NORTH WEST 1/4 OF SECTION 34, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "C" TO THE DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT NUMBER 26566712 TOGETHER WITH IT'S UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS.

02-33-204-010-1096

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.

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; nor 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.

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.

A. T. G. F.

BOX 370

# UNOFFICIAL COPY

RECORD AND RETURN TO:  
DMR FINANCIAL SERVICES, INC.  
P.O. BOX 5084  
SOUTHLFIELD MI 48086

SOUTHFIELD,  
MI 48075  
23999 NORTHWESTERN HWY. SUITE 200  
MARY BETH FRHEY  
PREPARED BY:

Date, No.  
Filed for Record in the Recorder's Office of  
County, Illinois, on the day of  
A.D. 19

COMMERCIAL AIR  
LINES OF THE UNITED STATES  
THE AIR MAIL

Given under my hand and Notarial Seal this

afforeclosed, Do Herby certify That Sally = Sally  
a Notary public, in and for the county and State  
and Craig + Sally  
person whose names  
subscribed to the foregoing instrument as  
that Craig, sealed, and delivered the said instrument at 11-  
free and voluntarily act for the uses and purposes  
chargeth set forth, including the release and waiver of the right, or homestead.

**1. A Notary Public, in and for the County and State**

ms. A. 1. 1. 10. 10. 10.

[REDACTED] [REDACTED] [REDACTED] [REDACTED]

**1604669** [Serial] \_\_\_\_\_

CARRI A. SMYTH

•  (SEAL)

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Witnesses the hand and seal of the Mortgagor, the day and year first written.

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2023

From time to time by the Moribagge agency loans by first and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Moribagge and will pay promptly, when due, any premiums on such insurance provided for payment of premium or for payment of which has not been made heretofore.

And as additional security for the payment of the indebtedness  
arising out of the Moragagar does hereby assighn to the Moragagar all  
the rents, issues, and profits now due or which may hereafter  
become due for the use of the premises hereinabove described.

Any deficiency in the amount of any such rightspare monthly payment until, unless made good by the furnisher prior to the due date of the next such payment, constitutes an account of deficiency under this mortgage, "The Mortgagee may collect a "lien charge" upon more than four credits (\$4) for each dollar (\$1) for each day not to exceed four credits (\$4) for each dollar (\$1) for each day more than fifteen days in arrears, to cover the extra expense incurred in handling delinquent payments.

(i) Premiums collected under the guarantee of insurance with the beneficiary of Housing and Urban Development Corporation of Maharashtra;

(ii) Premiums collected under the guarantee of insurance with the beneficiary of Housing and Urban Development Corporation of Maharashtra;

(iii) Premiums collected under the guarantee of insurance with the beneficiary of Housing and Urban Development Corporation of Maharashtra;

(iv) Premiums collected under the guarantee of insurance with the beneficiary of Housing and Urban Development Corporation of Maharashtra;

(v) Late charges.

The order set forth by the Mortuary or embalming service to the following items in  
any event to be applied by the Mortuary or embalming service to the following items in  
the order of liability be paid by the Mortuary or embalming service in a single  
sum agreed upon by the individual or organization and the Mortuary or embalming service.

(c) All payments mentioned in the two preceding subsections  
of this paragraph and all payments to be made under the note  
specified above; and  
More than half the trust to pay said ground rents, premiums, taxes and  
and assessments will become due in monthly installments, such sums to be held by  
monthly prior to the date when such ground rents, premiums, taxes  
or interest divided by the number of months to elapse before one  
year, plus taxes and assessments next due on the mortgaged prop-  
erty and other hazards insurance covering the mortgaged prop-  
erty and all its fixtures and assessments next due on the mortgaged prop-  
erty, all sums already paid  
and assessments delinquent, such sums to be held by  
More than half the trust to pay said ground rents, premiums, taxes and  
and assessments specified above; and

(a) An amount sufficient to provide the holder hereof with funds to pay the next moritgage insurance premium if this instrument and the note secured hereby are unpaid, or a monthly premium and the note secured hereby are unpaid.

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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 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 amount of indebtedness upon this Mortgage, and the Note secured hereby remaining unpaid, are hereby assigned by the Mortgagor to the Mortgagee and shall be paid forthwith to the Mortgagee to be applied by it on account of the indebtedness secured hereby, whether due or not.

The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 60 days 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 Development dated subsequent to the 60 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 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 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, advertising, sale, and conveyance, including attorneys', solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract and examination of title; (2) all the money advanced by the Mortgagee, if any, for the purpose authorized in the mortgage with interest on such advances at the rate set forth in the note secured hereby, from the time such advances are made; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all the said principal money remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor.

If Mortgagor shall pay said note at the time and in the manner aforesaid and shall abide by, comply with, and duly perform all the covenants and agreements herein, then this conveyance shall be null and void and Mortgagee 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 Mortgagee.

It is expressly agreed that no extension of the time for payment of the debt hereby secured given by the Mortgagee to any successor in interest of the 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.



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BOX 380 VILLE

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15

**GOALS** The following is a brief listing of the goals of the program:

pp. 1-10, 12-13, 15-16, 18-19, 21-22, 24-25, 27-28, 30-31, 33-34, 36-37, 39-40, 42-43, 45-46, 48-49, 51-52, 54-55, 57-58, 60-61, 63-64, 66-67, 69-70, 72-73, 75-76, 78-79, 81-82, 84-85, 87-88, 90-91, 93-94, 96-97, 99-100, 102-103, 105-106, 108-109, 111-112, 114-115, 117-118, 120-121, 123-124, 126-127, 129-130, 132-133, 135-136, 138-139, 141-142, 144-145, 147-148, 150-151, 153-154, 156-157, 159-160, 162-163, 165-166, 168-169, 171-172, 174-175, 177-178, 180-181, 183-184, 186-187, 189-190, 192-193, 195-196, 198-199, 201-202, 204-205, 207-208, 210-211, 213-214, 216-217, 219-220, 222-223, 225-226, 228-229, 231-232, 234-235, 237-238, 240-241, 243-244, 246-247, 249-250, 252-253, 255-256, 258-259, 261-262, 264-265, 267-268, 270-271, 273-274, 276-277, 279-280, 282-283, 285-286, 288-289, 291-292, 294-295, 297-298, 299-300, 302-303, 305-306, 308-309, 311-312, 314-315, 317-318, 320-321, 323-324, 326-327, 329-330, 332-333, 335-336, 338-339, 341-342, 344-345, 347-348, 350-351, 353-354, 356-357, 359-360, 362-363, 365-366, 368-369, 371-372, 374-375, 377-378, 380-381, 383-384, 386-387, 389-390, 392-393, 395-396, 398-399, 401-402, 404-405, 407-408, 410-411, 413-414, 416-417, 419-420, 422-423, 425-426, 428-429, 431-432, 434-435, 437-438, 440-441, 443-444, 446-447, 449-450, 452-453, 455-456, 458-459, 461-462, 464-465, 467-468, 470-471, 473-474, 476-477, 479-480, 482-483, 485-486, 488-489, 491-492, 494-495, 497-498, 499-500, 502-503, 505-506, 508-509, 511-512, 514-515, 517-518, 520-521, 523-524, 526-527, 529-530, 532-533, 535-536, 538-539, 541-542, 544-545, 547-548, 550-551, 553-554, 556-557, 559-560, 562-563, 565-566, 568-569, 571-572, 574-575, 577-578, 580-581, 583-584, 586-587, 589-590, 592-593, 595-596, 598-599, 600-601, 603-604, 606-607, 609-610, 612-613, 615-616, 618-619, 621-622, 624-625, 627-628, 630-631, 633-634, 636-637, 639-640, 642-643, 645-646, 648-649, 651-652, 654-655, 657-658, 660-661, 663-664, 666-667, 669-670, 672-673, 675-676, 678-679, 681-682, 684-685, 687-688, 690-691, 693-694, 696-697, 699-700, 702-703, 705-706, 708-709, 711-712, 714-715, 717-718, 720-721, 723-724, 726-727, 729-730, 732-733, 735-736, 738-739, 741-742, 744-745, 747-748, 750-751, 753-754, 756-757, 759-760, 762-763, 765-766, 768-769, 771-772, 774-775, 777-778, 780-781, 783-784, 786-787, 789-790, 792-793, 795-796, 798-799, 800-801, 803-804, 806-807, 809-810, 812-813, 815-816, 818-819, 820-821, 823-824, 826-827, 828-829, 831-832, 834-835, 837-838, 840-841, 843-844, 846-847, 849-850, 852-853, 855-856, 858-859, 861-862, 864-865, 867-868, 870-871, 873-874, 876-877, 879-880, 882-883, 885-886, 888-889, 891-892, 894-895, 897-898, 899-900, 902-903, 905-906, 908-909, 911-912, 914-915, 917-918, 920-921, 923-924, 926-927, 928-929, 931-932, 934-935, 937-938, 940-941, 943-944, 946-947, 949-949, 951-952, 954-955, 957-958, 960-961, 963-964, 966-967, 969-969, 971-972, 974-975, 977-978, 980-981, 983-984, 986-987, 988-989, 990-991, 993-994, 996-997, 998-999, 999-1000, 1001-1002, 1003-1004, 1005-1006, 1007-1008, 1009-1009, 1010-1011, 1012-1013, 1014-1015, 1016-1017, 1018-1019, 1020-1021, 1022-1023, 1024-1025, 1026-1027, 1028-1029, 1030-1031, 1032-1033, 1034-1035, 1036-1037, 1038-1039, 1040-1041, 1042-1043, 1044-1045, 1046-1047, 1048-1049, 1050-1051, 1052-1053, 1054-1055, 1056-1057, 1058-1059, 1060-1061, 1062-1063, 1064-1065, 1066-1067, 1068-1069, 1070-1071, 1072-1073, 1074-1075, 1076-1077, 1078-1079, 1080-1081, 1082-1083, 1084-1085, 1086-1087, 1088-1089, 1090-1091, 1092-1093, 1094-1095, 1096-1097, 1098-1099, 1099-1100, 1101-1102, 1103-1104, 1105-1106, 1107-1108, 1109-1109, 1110-1111, 1112-1113, 1114-1115, 1116-1117, 1118-1119, 1120-1121, 1122-1123, 1124-1125, 1126-1127, 1128-1129, 1130-1131, 1132-1133, 1134-1135, 1136-1137, 1138-1139, 1140-1141, 1142-1143, 1144-1145, 1146-1147, 1148-1149, 1150-1151, 1152-1153, 1154-1155, 1156-1157, 1158-1159, 1160-1161, 1162-1163, 1164-1165, 1166-1167, 1168-1169, 1170-1171, 1172-1173, 1174-1175, 1176-1177, 1178-1179, 1180-1181, 1182-1183, 1184-1185, 1186-1187, 1188-1189, 1190-1191, 1192-1193, 1194-1195, 1196-1197, 1198-1199, 1199-1200, 1201-1202, 1203-1204, 1205-1206, 1207-1207, 1208-1209, 1210-1211, 1212-1213, 1214-1215, 1216-1217, 1218-1219, 1220-1221, 1222-1223, 1224-1225, 1226-1227, 1228-1229, 1230-1231, 1232-1233, 1234-1235, 1236-1237, 1238-1239, 1240-1241, 1242-1243, 1244-1245, 1246-1247, 1248-1249, 1250-1251, 1252-1253, 1254-1255, 1256-1257, 1258-1259, 1260-1261, 1262-1263, 1264-1265, 1266-1267, 1268-1269, 1270-1271, 1272-1273, 1274-1275, 1276-1277, 1278-1279, 1280-1281, 1282-1283, 1284-1285, 1286-1287, 1288-1289, 1290-1291, 1292-1293, 1294-1295, 1296-1297, 1298-1299, 1299-1300, 1301-1302, 1303-1304, 1305-1306, 1307-1307, 1308-1309, 1310-1311, 1312-1313, 1314-1315, 1316-1317, 1318-1319, 1320-1321, 1322-1323, 1324-1325, 1326-1327, 1328-1329, 1330-1331, 1332-1333, 1334-1335, 1336-1337, 1338-1339, 1340-1341, 1342-1343, 1344-1345, 1346-1347, 1348-1349, 1350-1351, 1352-1353, 1354-1355, 1356-1357, 1358-1359, 1360-1361, 1362-1363, 1364-1365, 1366-1367, 1368-1369, 1370-1371, 1372-1373, 1374-1375, 1376-1377, 1378-1379, 1380-1381, 1382-1383, 1384-1385, 1386-1387, 1388-1389, 1390-1391, 1392-1393, 1394-1395, 1396-1397, 1398-1399, 1399-1400, 1401-1402, 1403-1404, 1405-1406, 1407-1407, 1408-1409, 1410-1411, 1412-1413, 1414-1415, 1416-1417, 1418-1419, 1420-1421, 1422-1423, 1424-1425, 1426-1427, 1428-1429, 1430-1431, 1432-1433, 1434-1435, 1436-1437, 1438-1439, 1440-1441, 1442-1443, 1444-1445, 1446-1447, 1448-1449, 1450-1451, 1452-1453, 1454-1455, 1456-1457, 1458-1459, 1460-1461, 1462-1463, 1464-1465, 1466-1467, 1468-1469, 1470-1471, 1472-1473, 1474-1475, 1476-1477, 1478-1479, 1480-1481, 1482-1483, 1484-1485, 1486-1487, 1488-1489, 1490-1491, 1492-1493, 1494-1495, 1496-1497, 1498-1499, 1499-1500, 1501-1502, 1503-1504, 1505-1506, 1507-1507, 1508-1509, 1510-1511, 1512-1513, 1514-1515, 1516-1517, 1518-1519, 1520-1521, 1522-1523, 1524-1525, 1526-1527, 1528-1529, 1530-1531, 1532-1533, 1534-1535, 1536-1537, 1538-1539, 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1718-1719, 1720-1721, 1722-1723, 1724-1725, 1726-1727, 1728-1729, 1730-1731, 1732-1733, 1734-1735, 1736-1737, 1738-1739, 1740-1741, 1742-1743, 1744-1745, 1746-1747, 1748-1749, 1750-1751, 1752-1753, 1754-1755, 1756-1757, 1758-1759, 1760-1761, 1762-1763, 1764-1765, 1766-1767, 1768-1769, 1770-1771, 1772-1773, 1774-1775, 1776-1777, 1778-1779, 1780-1781, 1782-1783, 1784-1785, 1786-1787, 1788-1789, 1790-1791, 1792-1793, 1794-1795, 1796-1797, 1798-1799, 1799-1800, 1801-1802, 1803-1804, 1805-1806, 1807-1807, 1808-1809, 1810-1811, 1812-1813, 1814-1815, 1816-1817, 1818-1819, 1820-1821, 1822-1823, 1824-1825, 1826-1827, 1828-1829, 1830-1831, 1832-1833, 1834-1835, 1836-1837, 1838-1839, 1840-1841, 1842-1843, 1844-1845, 1846-1847, 1848-1849, 1850-1851, 1852-1853, 1854-1855, 1856-1857, 1858-1859, 1860-1861, 1862-1863, 1864-1865, 1866-1867, 1868-1869, 1870-1871, 1872-1873, 1874-1875, 1876-1877, 1878-1879, 1880-1881, 1882-1883, 1884-1885, 1886-1887, 1888-1889, 1890-1891, 1892-1893, 1894-1895, 1896-1897, 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*APM* has unique requirements which are discussed.

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**ДИКИЙ БЫЧИКИЙ СВАЛКАЧЪ**

predicting the probability of being a member of the group. The first model is a logistic regression model, which includes all the variables in the second model. The second model is a logistic regression model, which includes all the variables in the first model, plus the variable  $\text{age}^2$ .

**CHAPTER LXXXVII.—THE CHIEF TROUBLES OF THE FRENCH REVOLUTION.**—*THE TERRIBLE*

## THE VERSATILE AND FLEXIBLE DESIGN

# UNOFFICIAL COPY

CONDOMINIUM RIDER 594

THIS CONDOMINIUM RIDER is made this 24<sup>th</sup> day of JULY, 19<sup>89</sup> 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

**DMR FINANCIAL SERVICES, INC.** (the "Lender")  
of the same date and covering the Property described in the Security Instrument and located at:

**2766 COLLEGE HILL CIRCLE, BLOOMINGTON, IL 60173**

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

**TOWN HOMES IN THE COLLEGE HILL**  
(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.

**CONDOMINIUM 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 fees 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 "muster" 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 insurance 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 coverage 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 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, 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 revision 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 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.

Sean F. Smyth  
**SEAN F. SMYTH**

(Seal)

-Borrower

Cari A. Smyth  
**CARI A. SMYTH**

(Seal)

-Borrower

**A. T. G. F.  
BOX 370**

(Seal)

-Borrower

(Sign Original Only)

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