State of Illinois

Mortgage

FHA Case No.:

131-5804729

49,150.00

This Indenture, Made this 31ST day of JULY , 19 89, between LISA D. SPIEGEL, A SPINSTER and NORMA E. SLIMMER, A WIDOW CAPITAL HOME MORTGAGE CORPORATION , Mortgagor, and

a corporation organized and existing under the laws of Mortgagee.

THE STATE OF ILLINOIS

---- Dollars (\$

Witnesseth: That whereas the Mortgagor is justly indebted to the Mortgagoe, as is evidenced by a certain promissory note bearing even date herewith, in the principal sum of FORTY-NINE THOUSAND AND ONE HUNDRED FIFTY AND NO/100 - - - - - -

payable with interest at the race of TEN

per centum (10.000 for earning on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 2400 WEST HASSELL ROAD, SUITE 340, HOFFMAN ESTATES, ILLINOIS 60195, 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 FOUR HUNDRED THIRTY—CAE AND 33/100 - - - - - - Dollars (\$ 431.33)

on SEPTEMBER, 19 89, and a like am 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 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 and the State of Illinois, to wit:

SEE ATTACHED RIDER

DON 334

07-30-300-008-1005 COMMONLY KNOWN AS: 1326 KINGSBURY, HANOVER PARK, ILLINOIS 60107

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues, 3 id 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; 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.

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.

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HOFFMAN ESTATES, ILLINOIS 60195 2400 WEST HASSEL ROAD, SUITE 340 CAPITAL HOME MORTCAGE CORPORATION RECORD AND RETURN TO: соок солица иссонрев HOEEMAN ESTATES, ILLINOIS 60195 98899E-68-* @ # 727# 2400 WEST HASSEL ROAD, SUITE 340 14444 THE THE 08/09/09/17:15:00 CAPITAL HOME MORTGAGE CORPORATION PREPARED BY: page m., and duly recorded in Book o clock Je 61 .Q.A County, Illinois, on the Filed for Record in the Recorder's Office of Doc: No. Notary Public day 9891 .Q.A , Civen under my hand and Notatial Seal this ZOULY JOTE therein set forth, including the release and waiver of the right of homestead. signed, scaled, and delivered the said instrument as free and voluntary act for the uses and purposes THEIR subscribed to the foregoing instrument, appeared before me this day in person and acknowledged Derson whose name S XIMXXIIIX Jetsouslly known to me to be the same and NORMA E. SLIMMER, A WIDOM aforesaid, Do Hereby Certify That LISA D. SPIEGEL, A SPINSTER a notary public, in and for the county and State JUDITH C. HACKER 98829868 COOK County of cionilli to state **IZEVE**I [SEVT]

IZEVEL

IZEVI

izevri

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

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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 trought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contests and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further cive lants and agrees as follows:

That privilege is reserved to pay the deb in whole, or in part, on any installment due date.

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

- (a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insurance premium if this instrument and the note secured hereby are insured, or a monthly charge (in lieu of a mortgage insurance premium) if they are held by the Secretary of Housing and Urban Development, as follows;
- (1) If and so long as said note of even date and this instrument are insured or are reinsured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the holder one (1) month prior to its due date the annual mortgage insurance premium, in order to provide such holder with funds to pay such premium to the Secretary of Housing and Urban Development pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (11) If and so long as said note of even date and this instrument are held by the Secretary of Housing and Urban Development, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance due on the note computed without taking into account delinquencies or prepayments;
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments; and
- (c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under

the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (1) premium charges under the contract of insurance with the Secretary of Housing and Urban Development, or monthly charge (in lieu of mortgage insurance premium), as the case may be:
- (II) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums;
 - (III) interest on the note secured hereby;
 - (IV) amortization of the principal of the said note; and
 - (V) late charges.

Any deficiency in the amount of any such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed four cents (4') for each dollar (\$1) for each payment more than fifteen (15) days in arrears, to cover the extra expense involved in handling delinquent payments.

If the total of the payments made by the Mortgagor under subsection (b) of the preceding paragraph shall exceed the amount of the payments actually made by the Mortgagee for ground rents, taxes, and assessments, or insurance premiums, as the case may be, such excess, if the loan is current, at the option of the Mortgagor, shall be credited on subsequent payments to be made by the Mortgagor, or refunded to the Mortgagor. If, however, the monthly payments made by the Mortgagor under subsection (b) of the preceding paragraph shall not be sufficient to pay ground rents, taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due aid payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the cate when payment of such ground rents, taxes, assessments, or insu aple premiums shall be due. If at any time the Mortgagor shall reade; to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the arrount of such indebtedness, credit to the account of the Moriga or all payments made under the provisions of subsective (a) of the preceding paragraph which the Mortgagee has not become obligated to pay to the Secretary of Housing and Urban Development, and any balance remaining in the funds accumulated under the provisions of subsection (b) of the preceding paragraph. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the Moragagee acquires the property otherwise after default, the Morigagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance on a remaining in the funds accumulated under subsection (b) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under subsection (a) of the preceding paragraph.

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

That he will keep the improvements now existing or hereafter erected on the mortgaged property, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as may be required by the Mortgagee and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore.

Page 2 of 4

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and profits when collected may be applied toward the payment of the full statutory period of redemption, and such rents, issues, such foreclosure suit and, in case of sale and a deficiency, during to your profits of the said premises during the pendency of

for the benefit of the Mortgagee with power to collect the rents, Mortgagee in possession of the premises, or appoint a receiver equity of redemption, as a homestead, enter an order placing the whether the same shall then be occupied by the owner of the premises, and without regard to the value of said premises or receiver, or for an order to place Mortgagee in possession of the hereby, at the time of such applications for appointment of a persons liable for the payment of the indebtedness secured without regard to the solvency or insolvency of the person or

said Mortgagor, or any party claiming under said Mortgagor, and thereafter, either before or after sale, and without notice to the purpose, the court in which such bill is filled may at any time foreclose this mortgage, and upon the filing of any bill for that be due, the Mortgagee shall have the right immediately to

And in the event that the whole of said debt is declared to Mortgagee, without notice, become immediately due and payable. with accrued interest thereon, shall, at the election of the then the whole of said principal sum remaining unpaid together

breach of any other covenant or agreement herein stipulated, of thirty (30) days after the due date thereof, or in case of a provided for herein and in the note secured hereby for a period

In the event of default in making any monthly payment

hereby immediately due and payable. holder of the note may, at its option, declare all sums secured

conclusive proof of such meligibility), the Mortgagee or the declining to insure said note and this mortgage, being deemed Secretary of Housing and Urban Development dated subsequent

to the SIXIX (60) days' time from the date of this mortgage.

Housing and Urban Development or authorized agent of the hereof (written statement of any officer of the Department of Sational Housing not within SIXIY (60) days from the date

the note secured hereby not be eligible for in urante under the

The Mortgagor further agrees that should this mortgage and

on account of the indebtedness secure, hereby, whether due or ind shall be paid forthwith to the Nortgages to the applied by it unpaid, are hereby assigned by the Mortgagor to the Mortgagee upon this Mortgage, and the Mote secured hereby remaining acquisition, to the extent in the full amount of indebtedness

use, the damages, proceeds, and the consideration for such under any power of en inent domain, or acquired for a public

That if the (wernises, or any part thereof, be condemned

then in force shall pass to the purchaser of grantee. solution of the Mortgagor in and to any insurance policies extinguishment of the indebtedness secured hereby, all right, title

or other transfer of title to the mortgaged property in the property damaged. In event of foreclosure of this mortgage the indebtedness hereby secured or to the restoration or repair of applied by the Mortgagee at its option either to the reduction of jointly, and the insurance proceeds, or any part thereof, may be the Mortgagee instead of to the Mottgagor and the Mortgagee authorized and directed to make payment for such loss directly to by Morigagor, and each insurance company concerned is hereby

Morigagee, who may make proof of loss if not made promptly loss Mortgagor will give immediate notice by mail to the To mays all count acceptable to the Mottgagee. In event

the Morgagee and have attached thereto loss payable clauses in Mortgagee and the policies and renewals thereof shall be held by All insurance shall be carried in companies approved by the

Morigagec.

plural the singular, and the masculine gender shall include the Wherever used, the singular number shall include the plural, the administrators, successors, and assigns of the parties hereto. and advantages shall inure, to the respective heirs, executors, The covenants herein contained shall bind, and the benefits

release, in any manner, the original liability of the Mortgagor.

of olerate in interest of the Mortgagor shall operate to payment of the debt hereby secured given by the Mortgagee to It is expressly agreed that no extension of the time for

the earlier execution or delivery of such release or satisfaction by

execute a release or satisfaction of this mortgege, and Mortgagor

If Mortgagor shall pay soid note at the time and in the

money remaining unord. The overplus of the proceeds of sale, if

advances are made; (3) all the accrued interest remaining unpaid rate set forth in the note secured hereby, from the time such authorized it the mortgage with interest on such advances at the

the moneys advanced by the Mortgagee, if any, for the purpose

solicitor's, and stenographers' fees, outlays for documentary

suits, advertising, sale, and conveyance, including attorneys',

pursuance of any such decree: (1) All the costs of such suit or

mortgage and be paid out of the proceeds of any sale made in And there shall be included in any decree foreclosing this

so much additional indebtedness secured hereby and be allowed

of the Mortgagee, so made parties, for services in such suit or and the reasonable fees and charges of the attorneys or solicitors

party thereto by reason of this mortgage, its costs and expenses,

suit, or legal proceeding, wherein the Mortgagee shall be made a

documentary evidence and the cost of a complete abstract of title complainant in such proceeding, and also for all outlays for

be allowed for the solicitor's fees, and stenographers' fees of the

Mortgagee in any court of law or equity, a reasonable sum shall

And in case of foreclosure of this mottgage by said

necessary to carry out the provisions of this paragraph.

persons and expenditiself such amounts as are reasonably

use of the premises hereinabove described; and employ other

Mortgagor or others upon such terms and conditions, either

peen redniced by the Mortgagee; lease the said premises to the

for and maintain such insurance in such amounts as shall have

taxes and assessments as may be due on the said premises; pay

keep the suid premises in good repair; pay such current or back

subsequent mortgagge, the said Mortgagge, in its discretion, may:

a to agagition eidt aeolaatol of guibnaq ei noitea na daidw

of the above described premises under an order of a court in

the court; collect and receive the rents, issues, and profits for the

within or beyond any period of redemption, as are approved by

for the purpose of such foreclosure; and in case of any other

premises under this mortgage, and all such expenses shall become proceedings, shall be a further lien and charge upon the said

evidence and cost of said abstract and examination of title; (2) all

on the indebtedness hereby secured; (4) all the said principal

hereby waives the benefits of all statutes or laws which require

thirty (30) days after written demand merciot by Mortgagor,

conveyance shall be null and void and hlorigagee will, within

perform all the covenants and agicer ents herein, then this manner aforesaid and shall ab ac av, comply with, and duly

any, shall then be paid to he Mottgagor.

in any decree foreclosing this mortgage.

Whenever the said Mortgagee shall be placed in possession. necessary for the protection and preservation of the property. the indebtedness, costs, taxes, insurance, and other items PARCEL 1: UNIT 5 IN BUILDING 35 AS DELINEATED ON SURVEY OF THE FOLLOWING DESCRIBED REAL ESTATE (THE "REAL ESTATE"): (A PART OF LOT 4 OF HANOVER HIGHLANDS, UNIT 10, BEING A SUBDIVISION IN SECTION 30, TOWNSHIP 41 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 20672558) WHICH SURVEY IS ATTACHED AS EXHIBIT D TO A DECLARATION OF CONDOMINIUM FOR THE LARKSPUR 2 CONDOMINIUM MADE 3-H BUILDING CORPORATION AND RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT 22217183, (THE DECLARATION), TOGETHER WITH AN UNDIVIDED .02479 PER CENT INTEREST IN THE REAL ESTATE (EXCEPTING FROM REAL ESTATE ALL THE PROPERTY AND SPACE COMPRISING ALL THE UNITS THEREOF AS DEFINED AND SET FORTH IN THE DECLARATION AND SURVEY).

PARCEL 2: LAFEMENTS FOR THE BENEFIT OF PARCEL 1 AS SET FORTH IN THE DECLARATION (NO UNDER A GRANT OF EASEMENT RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT 22217184, AND UNDER THE ARTICLES OF INCORPORATION, FOR THE LARKSPUR HOMEOWNERS' CORPORATION RECORDED IN COOK COUNTY, ILLINOIS AS DOCUMENT 22/33330.

89365666

CONDOMINICAL RIDER

LUAN # 762276-4

31st July , 19. **89** , day of THIS CONDOMINIUM RIDER is made this. 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

CAPITAL HOME MORTGAGE CORPORATION

(the "Lender")

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

1326 KINGSBURY, HANOVER PARK, ILLINOIS 60107

Property Adoressi

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

LARKSPUR 2 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

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

- A. Condominum Obligations, Borrower shall perform all of Borrower's obligations under the Condominum 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 (ce) and assessments imposed pursuant to the Constituent Documents
- B. Hazard Insurance, Spring as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on Inc Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the traineds, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then
- (i) Lender waives the process in Uniform Covenant 2 for the monthly payment to I ender of one-twelfth of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation unde 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 one lapse in required hazard insurance coverage

In the event of a distribution of hazard insurance proceeds in heu 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 Sec arity 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 languages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any pair of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby a spined and shall be paid to I ender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument at 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, scept 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 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 Lenger may pay them Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower security of 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

07-30-300-008-1005

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X Spiegel	(Seal)
LISA D. SPIEGEL, A SPINSTER	-Borrower
NORMA E. SLIMMER, A WIDOW	(Seal) Borrower
	(Seal)
	-Borrower
	(Seal)
	-Borrower
(Sign Or	iginal Only)

UNCOMPENDING RURPY 1762276-4

THIS CONDOMINITY RIDER is made this 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

CAPITAL HOME MORTGAGE CORPORATION

(the "Lender")

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

1326 KINGSBURY, HANOVER PARK, ILLINOIS 60107

[Property Address]

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

LARKSPUR 2 CONDOMINIUM

(Name of Condominum Project)

(the "Condominum Project"). If the owners association or other entity which acts for the Condominum 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

CONDOMINA M COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lenge, further covenant and agree as follows:

- A. Condominum Obligations. Borrower shall perform all of Borrower's obligations under the Condominum Project's Constituent Documents. The "Constituent Documents" are the (i) Declaration or any other document which creates the Condominum Project, (ii) by laws, (iii) code of regulations, and (iv) other equivalent documents. Borrower shall promptly pay, when due, all recy and assessments imposed pursuant to the Constituent Documents.
- **B.** Hazard Insurance, Solong as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to I ender and which provides insurance coverage in the amounts, for the regiods, and against the hazards I ender requires, including fire and hazards included within the term "extended coverage," then
- (i) Lender waives the provious in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard inscrease on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain liazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy

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- **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 partie, the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby a signed and shall be paid to I ender. Such proceeds shall be applied by Lender to the sams 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:
- (1) 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 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 anacceptable to Lender.
- F. Remedies, If Borrower does not pay condominium dues and assessments when due, then I carlot 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 to in 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 Condominum Rider

07-30-300-008-1005

	GEL, A SPINSTER	(Seal
NORMA E. SLI	MMER, A WIDOW	(Seal)
		(Seal)
		(Seal)
•	(Sign	Original Only)

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LOAN # 762276-4

THIS CONDOMENT M RIDER is made this. 31st any of July ... 19-89 and is incorporated into and shall be deemed to amend and supplement the Mortgare. 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

CAPITAL HOME MORTGAGE CORPORATION

(the "Lender")

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

1326 KINGSBURY, HANOVER PARK, ILLINOIS 68107

Peopletty: Addressor

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

LARKSPUR 2 CONDOMINIUM

Name of Condomns in Princil

(the "Condominum Project"). If the owners association or other entity which acts for the Condominum 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.

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

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

 B. Hazard Insurance. Scroong as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy or in Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the regions, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage." then
- (i) Lender waives the program in Uniform Covenant 2 for the monthly payment to Lender of one (wellth of the yearly premium installments for hazard inscrance 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 goverage is provided by the Owners Association policy.

Borrower shall give I ender prompt notice of any lapse in required hazard insurance coverage

In the event of a distribution of hazard insurance, proceeds in her of restoration or repair following a loss to the Property, whether to the unit or to common elements, a ty proceeds payable to Borrower are hereby assigned and shall be paid to I ender 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 claimages, 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 as a field and shall be paid to Uender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrumencer 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 emment domain.
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
- (iii) termination of professional management and assumption of self-management of the Owners Association, or
- (iv) any action which would have the effect of rendering the public hability insurance of crass maintained by the Owners Association unacceptable to Lender
- F. Remedies. If Borrower does not pay condominatin dues and assessments when due, then Leider 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 be an 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 StGNING BELOW. Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider

07-30-300-008-1095

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LISA D. SPIECEL, A SPINSTER	(Seal)
NORMA E. SLIMMER, A WIDOW	(Seal)
	(Scal) Borrower
	(Seal)
	Original Only)

FHA ASSUMPTION POLICY RIDER

NOTICE: THIS RIDER ADDS A PROVISION TO THE INSTRUMENT ALLOWING THE MORTGAGEE TO REQUIRE PAYMENT OF THE NOTE IN FULL UPON TRANSFER OF ALL OR PART OF THE PROPERTY.

This Assumption Policy Rider is made this 31st day of July , 1989, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Instrument") of the same date given by the undersigned (the "Mortgagor") to secure the Mortgagor's Note (the "Note") of the same date to CAPITAL HOME MORTGAGE CORPORATION, AN ILLINOIS CORPORATION

(the "Mortgagee") and covering the property described in the Instrument and located at:

1326 KINGSBURY, HANOVER PARK, ILLINOIS 60107
(Property Address)

AMENDED COVENANT. In addition to the covenants and agreements made in the Instrument, Mortgagee and Mortgagor further covenant and agree as follows:

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 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 $\frac{1}{200}$ 12 months after the date on which the mortgage is executed, of purchaser whose credit has not been approved in accordance with the requirements of the Commissioner.

IN WITNESS WHEREOF,	(Seal)	uted this Assumption Policy Rider	Lime (Seal)
LISA D. SPIEGEL	Mortgagor	NURIA E. SLIMMER	Mortgagor
	(Seal)		(Seal)
	Mortgagor	O/A/SO	Mortgage (Sign Original Only)
NOTE: If the property is not the prin		of the Mortgagor, 24 months will be ch	eck id instead of 12 months

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