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State of Illinois

MORTGAGE

FHA Case No. 131:5933046-703

This Indenture, made this 29TH day of DECEMBER, 1989, between JOHN I. GINTZ, SINGLE NEVER MARRIED AND SHARON L. GINTZ, SINGLE NEVER MARRIED

Mortgagor, and

AMERISTAR FINANCIAL CORPORATION, A CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS a corporation organized and existing under the laws of THE STATE OF CALIFORNIA

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 SIXTY THOUSAND SEVEN HUNDRED FIFTY AND NO/100

Dollars (\$ 60,750.00)

payable with interest at the rate of TEN AND 000/1000 (10.000 %) per annum on the unpaid balance until paid, and made payable to the order of the Mortgagee at its office in 3860 CALLE FORTURADA, SAN DIEGO, CA 92123

at such other place as the holder may designate in writing, and delivered; the said principal and interest being payable in monthly installments of FIVE HUNDRED THIRTY-THREE AND 13/100

Dollars (\$ 533.13) on the first day of FEBRUARY, 1990 and a like sum on the first day of each and every month thereafter until the note is fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of JANUARY, 2020

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 Warranty unto the Mortgagee, its successors or assigns, the following described Real Estate situate, lying, and being in the county of KANE and the State of Illinois, to wit:

UNIT 402 OF LOT 4 IN KENINGTON SQUARE, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN THE CITY OF ELGIN, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED WITH THE COOK COUNTY RECORDER OF DEEDS AS DOCUMENT NO. 25442190.

06-07-402-054-0000
702 KENNETH CIRCLE, ELGIN, IL 60120

90009292

SEE FHA/VA PLANNED UNIT DEVELOPMENT RIDER ATTACHED HERETO AND MADE A PART HEREOF 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.

This form is used in connection with mortgages insured under the one- to four-family programs of the National Housing Act which require a One-Time Mortgage Insurance Premium payment (including sections 203(b) and (c)) in accordance with the regulations for those programs.

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H. Wayne Perry, President



This certifies that this Mortgage is a word-for-word reproduction of Form (HUD-92116M-1 (8-85 Edition)), except to the extent that this Mortgage has been modified in accordance with Mortgage Letter 86-15.

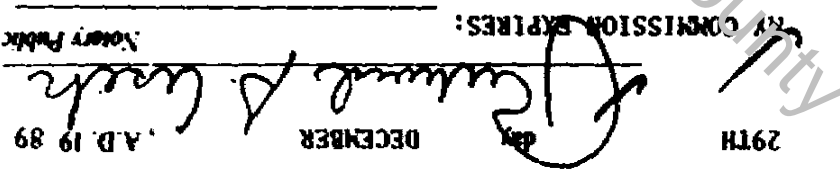
Property of Cook County Clerk

PREPARED BY AND WHEN RECORDED MAIL TO:
AMERISTAR FINANCIAL CORPORATION
1100 E WOODFIELD ROAD
SUITE 109
SCHLAUBURG, IL 60173
JILL MULLINS

A.T.G. MAIL TO SOX 370

at o'clock m., and duly recorded in Book _____ of _____ Page _____ County, Illinois, on the _____ day of _____ A.D. 19 _____

OFFICIAL SEAL
RICHARD S. CISEK
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 4/28/93

Given under my hand and Notarial Seal (Seal) _____ 29TH _____ day _____ DECEMBER _____ A.D. 19 89
Notary Public: 

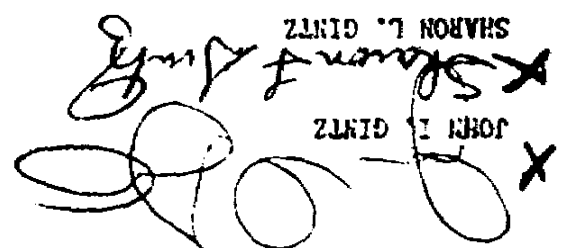
Dec. No. _____

Filed for Record in the Recorder's Office of _____

I, _____ THE UNDERSIGNED
addressed, Do hereby certify that JOHN I. GINTZ, SINGLE NEVER MARRIED
and SHARON L. GINTZ, SINGLE NEVER MARRIED
person whose names ARE
person and acknowledged that THEY
free and voluntary act for the uses and purposes therein set forth, including the release and waiver of the right of homestead.
signed, sealed, and delivered the said instrument as THEIR
subscribed to the foregoing instrument, appeared before me this day in
personally known to me to be the same
a notary public, in and for the county and State

State of Illinois
County of COOK

Borrower (Seal) _____
Borrower (Seal) _____
Borrower (Seal) _____

JOHN I. GINTZ
SHARON L. GINTZ


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

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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 to said Mortgagor does hereby expressly release and waive

And Said Mortgagor covenants and agrees:

To keep said premises in good repair, and not to do, or permit to be done, upon said premises, anything that may impair the value thereof, or of the security intended to be effected by virtue of this instrument, not to suffer any lien of mechanics men or material men to attach to said premises; to pay to the Mortgagee, as hereinafter provided, until said note is fully paid, (1) a sum sufficient to pay all taxes and assessments on said premises, or any tax or assessment that may be levied by authority of the State of Illinois, or of the county, town, village, or city in which the said land is situate, upon the Mortgagor on account of the ownership thereof, (2) a sum sufficient to keep all buildings that may at any time be on said premises, during the continuance of said indebtedness, insured for the benefit of the Mortgagee in such forms of insurance, and in such amounts, as may be required by the Mortgagee

In case of the refusal or neglect of the Mortgagor to make such payments, or to satisfy any prior lien or incumbrance other than that for taxes or assessments on said premises, or to keep said premises in good repair, the Mortgagee may pay such taxes, assessments, and insurance premiums, when due, and may make such repairs to the property herein mortgaged as in its discretion it may deem necessary for the proper preservation thereof, and any moneys so paid or expended shall become so much additional indebtedness, secured by this mortgage, to be paid out of proceeds of the sale of the mortgaged premises, if not otherwise paid by the Mortgagor.

It is expressly provided, however tall 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 improvement situated thereon, so long as the Mortgagor shall, in good faith, contest the same or the validity thereof by appropriate legal proceedings brought in a court of competent jurisdiction, which shall operate to prevent the collection of the tax, assessment, or lien so contested and the sale or forfeiture of the said premises or any part thereof to satisfy the same.

And the said Mortgagor further covenants and agrees as follows:

That privilege is reserved to pay the debt, 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 terms of the note secured hereby, the Mortgagor will pay to the Mortgagee, on the first day of each month until the said note is fully paid, the following sums:

(a) 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 assess-

ments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, and

(b) All payments mentioned in the preceding subsection 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) ground rents, if any, taxes, special assessments, fire, and other hazard insurance premiums,
- (2) interest on the note secured hereby,
- (3) amortization of the principal of the said note, and
- (4) 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 (a) 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 Mortgagee, 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 (a) 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 and payable, then the Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender 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 amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of subsection (a) 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 Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under subsection (a) of the preceding paragraph as a credit against the amount of principal then remaining unpaid under said note

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 heretofore. 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

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FHA/VA PLANNED UNIT DEVELOPMENT RIDER

131:5933046-793

This FHA/VA PUD Rider is made this 29TH day of DECEMBER 1999 and is incorporated into and shall be deemed to amend and supplement a Mortgage, Deed of Trust or Deed to Secure Debt (herein "Security Instrument") dated of even date herewith, given by the undersigned (herein "Borrower") to secure Borrower's Note to AMERISTAR FINANCIAL CORPORATION, A CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS (herein "Lender") and covering the Property described in the security instrument and located at 792 KENNETH CIRCLE, ELGIN, IL 60120

The Property includes, but is not limited to, a parcel of land improved with a dwelling together with such other parcels and certain common areas and facilities, as described in THE COVENANTS, CONDITIONS AND RESTRICTIONS OF: KENINGTON SQUARE the "Declaration".

The Property is part of a planned unit development known as KENINGTON SQUARE the "PUD".

PUD Covenants. In addition to the covenants and agreements made in the security instrument, Borrower and Lender further covenant and agree as follows:

A. Assessments. Borrower shall promptly pay, when due, all assessments imposed by the Owners Association or other governing body of the PUD (herein "Owners Association") pursuant to the provisions of the Declaration, by-laws, code of regulations or other constituent document of the PUD. Any lien on the property resulting from Borrower's failure to pay such assessments when due shall be subordinate to the lien of the security instrument.

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

- (i) Lender waives the provision in the security instrument for the monthly payment to Lender of one-twelfth of the premium installments for hazard insurance on the Property;
- (ii) Borrower's obligation under the security instrument to maintain hazard insurance coverage on the Property is deemed satisfied; and
- (iii) the provisions in the security instrument regarding application of hazard insurance proceeds shall be superceded by any provisions of the declaration, by-laws, code of regulations or other constituent document of the PUD or of applicable law to the extent necessary to avoid a conflict between such provisions and the provisions of the security instrument. For any period of time during which such hazard insurance coverage is not maintained, the immediately preceding sentence shall be deemed to have no force or effect. Borrower shall give Lender prompt notice of any lapse in such hazard insurance coverage.

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

C. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any material amendment to the declaration, by-laws or code of regulations of the Owners Association, or equivalent constituent document of the PUD, including, but not limited to, any amendment which would change the percentage interests of the unit owners in the PUD; or
- (iii) the effectuation of any decision by the Owners Association to terminate professional management and assume self management of the PUD.

D. Remedies. If Borrower breaches Borrower's covenants and agreements hereunder, including the covenant to pay when due, condominium assessments, said breach shall constitute a default under the provisions of the National Housing Act under the security instrument. Upon such default by Borrower and with consent of the Federal Housing Commissioner, Lender may, at Lender's option invoke any remedies provided under the security instrument, including, but not limited to, declaring the whole of the indebtedness secured hereby to be due and payable.

E. Repeal of Inconsistency. If this security instrument and Note be insured under the National Housing Act, the applicable sections and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provision of this or other instruments executed in connection with this security instrument and Note which are inconsistent with such sections and Regulations are hereby amended to conform thereto.

In Witness Whereof, Borrower has executed this FHA/VA PUD Rider.

[Signature]
 JOHN I. GINTZ
[Signature]
 SHARON L. GINTZ

DEPT-01 RECORDING \$13.00
 143333 TRAN 5564 01/05/90 14:21:00
 88338 # C # -90-009292
 COOK COUNTY RECORDER

BR100 E001
FHA/VA PUD RIDER

90-009292

LOAN # 4055393

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